

Return To:

Navy Federal Credit Union
820 Follin Lane
Vienna, VA 22180

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 28, 2009 , together with all Riders to this document.

(B) "Borrower" is MICHAEL W CALLENS and CASSANDRA W CALLENS, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

Lender's address is 820 Follin Lane, Vienna, VA 22180

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 28, 2009

The Note states that Borrower owes Lender Two Hundred Forty Thousand And Zero/100 Dollars

(U.S. \$240,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 17, 2030

20090204000036480 3/20 \$69.00
Shelby Cnty Judge of Probate, AL
02/04/2009 01:34:27PM FILED/CERT

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

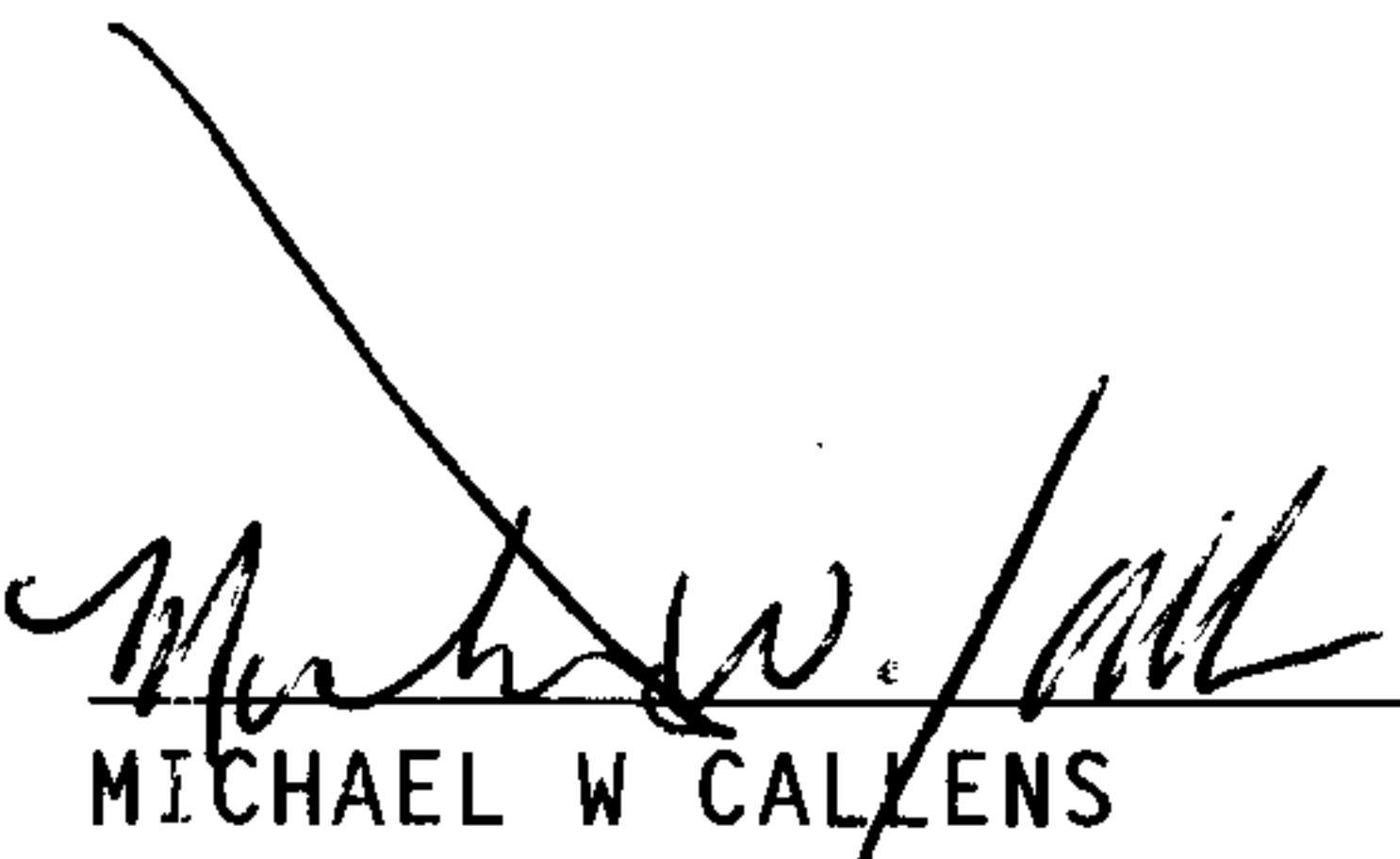
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the
County of SHELBY :

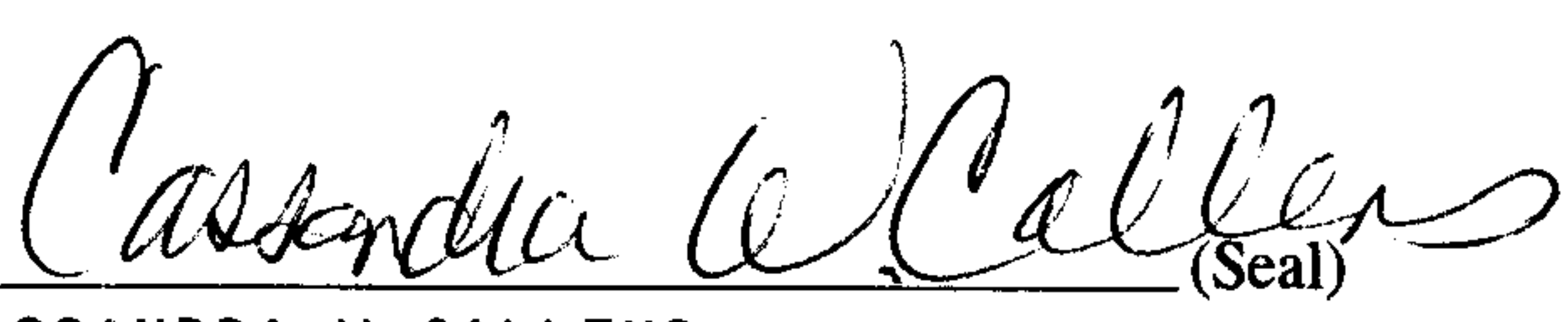
[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

 (Seal)
MICHAEL W CALLENS -Borrower

 (Seal)
CASSANDRA W CALLENS -Borrower

STATE OF ALABAMA,

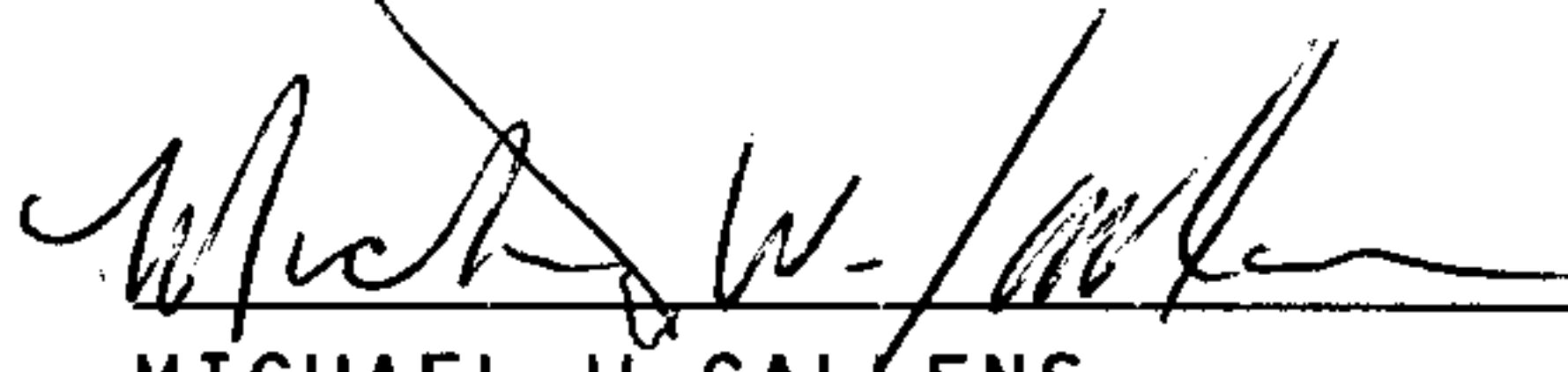
Jefferson

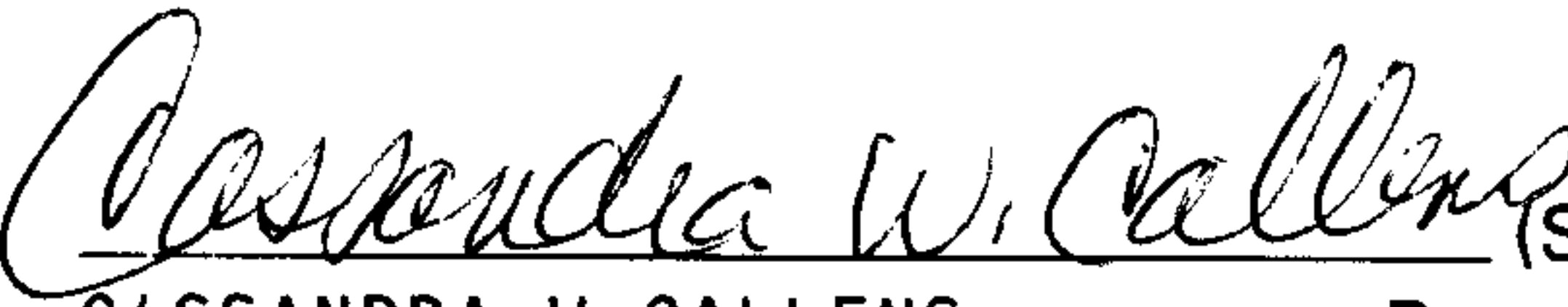
County ss:

On this 28th day of January, 2009, I,
Malcolm S. McLeod,
a Notary Public in and for said county and in said state, hereby certify that MICHAEL W CALLENS and
CASSANDRA W CALLENS

whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged
before me that, being informed of the contents of the conveyance, he/she/they executed the same
voluntarily and as his/her/their act on the day the same bears date.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.


MICHAEL W CALLENS (Seal)
-Borrower

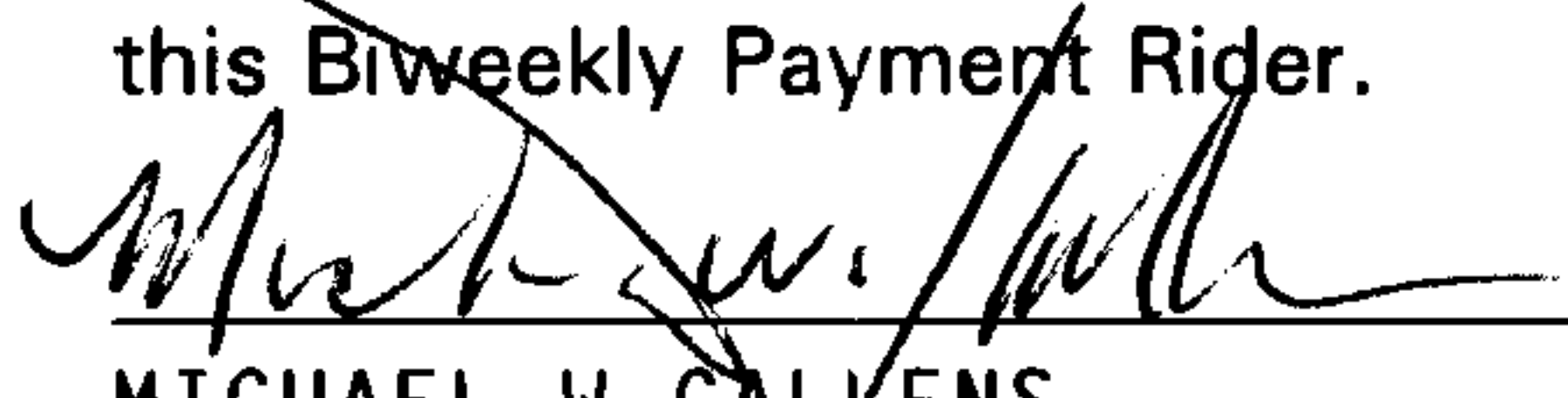

CASSANDRA W CALLENS (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

- (1) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
- (2) In Uniform Covenant 3 of the Security Instrument ("Funds for Escrow Items"), "12" is changed to "26."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

 (Seal)
MICHAEL W CALLENS -Borrower

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